

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF DUNCAN

THIS AGREEMENT, entered into this 23rd day of February, 1977, 1976, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE" and the TOWN OF DUNCAN, a municipal corporation, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by the Arizona Revised Statutes, Section 28-108, to enter into this Agreement, and

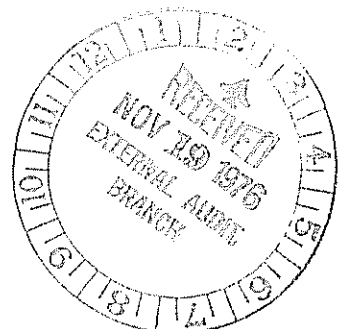
WHEREAS, the TOWN is empowered by the Arizona Revised Statutes, A.R.S. 9-672(B)(1), to enter into this Agreement, and

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the TOWN OF DUNCAN to enter into an Agreement covering the maintenance of those certain state highways known as U.S. Route 70 and State Route 75 which are state highways of the STATE OF ARIZONA and which traverse the said TOWN OF DUNCAN over certain streets which form the necessary and convenient links for the connection of sections of the aforesaid state highways and for carrying of such state highways through said TOWN OF DUNCAN as more particularly set forth on the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. That the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility to include:

- a. Betterment or reconstruction of roadway curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.



- d. Transportation permits, such as over-weight, over-width and over-height as prescribed by Law.
- e. Routine maintenance of roadway and curbs, except for sweeping and cleaning. Various types of maintenance include, but are not limited to, resurfacing, resealing, re-striping, and patching of the highway roadway.
- f. Permits for Highway Right of Way Encroachment and Use. The TOWN will assist in the administration of this procedure to the extent that they will make applicants for TOWN Building Permits aware of the requirements of the Department of Transportation.
- g. Removal of sand, rock and other debris caused by slides or other unusual causes.
- h. Snow removal operations will consist of clearing the surface roadway of snow and drifts and sanding of icy pavement.
- i. Traffic control devices, including signs, signals, striping and marking (except as specified below).

Maintenance and construction of traffic control devices covered by separate agreement will be as outlined in said agreement.

#### Traffic Signs:

- 1. The word "Sign" as used herein, refers to the devices mounted on a fixed or portable support whereby a specific message is conveyed by means of words or symbols officially erected for the purpose of regulating, warning or guiding traffic.
- 2. Stop signs to be installed at those intersections where TOWN streets intersect the state highway will be furnished to the TOWN by the Department of Transportation. The TOWN will install the signs to state specifications and will replace those which are damaged or weathered from the supply issued by the Department of Transportation.

3. Signs prescribing the speed limit and signs prescribing parking regulations on those streets that are a part of the highway system will be furnished to the TOWN by the Department of Transportation. The TOWN will install the signs to state specifications and will replace those which are damaged or weathered from the supply issued by the Department of Transportation. All such signs which are in effect 24 hours a day shall be reflectorized.
4. Street name signs shall be furnished and installed by the TOWN under state specifications.
5. Information signs, including route shields, will be furnished and installed by the Department of Transportation.
6. Highway signs must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety.

The Department of Transportation shall install and maintain traffic lane striping on all streets that are a part of the state highway system. The Department of Transportation shall install and maintain all channelization formed by the use of paint.

- j. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).

2. That the TOWN OF DUNCAN shall furnish the STATE information as to annexation of any areas that include STATE HIGHWAYS. Following the nature of said annexation, the STATE shall submit to the TOWN OF DUNCAN, an amendment to this Agreement, which shall include a revised map.

3. That the TOWN OF DUNCAN shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Sidewalks.
- b. Sprinkling.

- c. Street lighting (other than safety lighting). Street or boulevard lighting shall be installed after approval of Permit Form 22-051; consideration of the proposal to install lights shall include review of the proposed lighting design and its effect on the highway. Lighting equipment must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety. The maintenance will consist of all repairs and replacement of equipment and including energy charges.
- d. Street name signs, parking signs and marking in accordance with uniform state standards. The TOWN shall maintain all approved crosswalks presently in place across streets which are a part of the state highway system and shall maintain any additional crosswalks after the initial installation by the State Department of Transportation. The outer limits of the parallel parking zones shall be installed initially by the STATE; maintenance of the line and subdivision into spaces shall be done by TOWN forces.
- e. Sweeping and cleaning of roadway and curbs.

4. Median or roadside landscaping or roadside parks or other unique landscaping shall be covered by separate agreement.

5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto state highways.

6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof.

7. That the TOWN OF DUNCAN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the state highway right of way. The TOWN OF DUNCAN will maintain the insurance for the period of this Agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

8. That the TOWN OF DUNCAN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the state highway right of way.

9. This Agreement does not include existing agreements pertaining to traffic control devices and lighting or illumination, nor existing agreements pertaining to roadway landscaping.

10. This Agreement shall remain in force and effect for a period of five (5) years, or until earlier terminated by either the STATE or the TOWN upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

11. All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Department of Transportation.

12. This Agreement shall be filed with the Secretary of the State and shall become effective on the 11th day after such filing.

13. Attached to this Agreement are authenticated copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into such an agreement.

14. Work to be performed by the parties to this Agreement will be financed by their respective annual maintenance budgets.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

TOWN OF DUNCAN  
A Municipal Corporation

  
TOWN CLERK

BY:   
MAYOR

STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANS-  
PORTATION, HIGHWAYS DIVISION



BY: 

A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE STATE OF ARIZONA  
AND THE ~~CITY~~ OF DUNCAN *2/2/01*  
TOWN *2/2/01* *2/2/01*

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to furnish a copy of the attached intergovernmental agreement between the State of Arizona and the ~~CITY~~<sup>Town</sup> of Duncan to the Attorney General for approval. In the event that the intergovernmental agreement is approved by the Attorney General, the Mayor shall thereafter be authorized to execute said contract on behalf of the ~~CITY~~<sup>Town</sup>.

TOWN *LWM*  
THE CITY OF DUNCAN

BY: Dolan Campbell MAYOR

ATTEST:   
H. T. Clothier, ~~City~~ Clerk  
TOWN 

APPROVED AS TO FORM:  
Irval L. Mortensen  
 Irval Mortensen, ~~Notary~~ Attorney  
 TOWN of M *9/16/03*

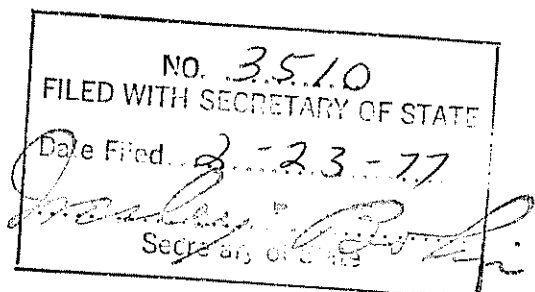
ATTORNEY GENERAL  
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 76-724 which is an agreement between public agencies has been reviewed pursuant to A. R. S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DATED this 27<sup>th</sup> day of October, 1976.

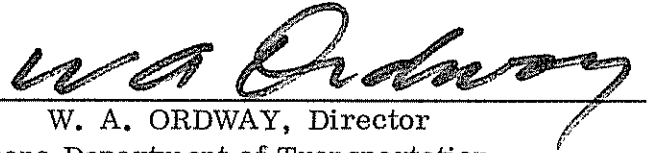
BRUCE E. BABBITT  
The Attorney General

  
ALBERT MORGAN  
Assistant Attorney General



## RESOLUTION

Be it resolved on this date February 23, 1977 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the Town of Duncan, enter into the intergovernmental agreement for the purpose of maintaining those certain State highways known as US Route 70 and State Route 75 which are State highways of the State of Arizona and which traverse the said Town of Duncan over certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State highways and for carrying of such State highways through said Town of Duncan.

A handwritten signature in dark ink, appearing to read "W A Ordway", is written over a horizontal line.

W. A. ORDWAY, Director  
Arizona Department of Transportation



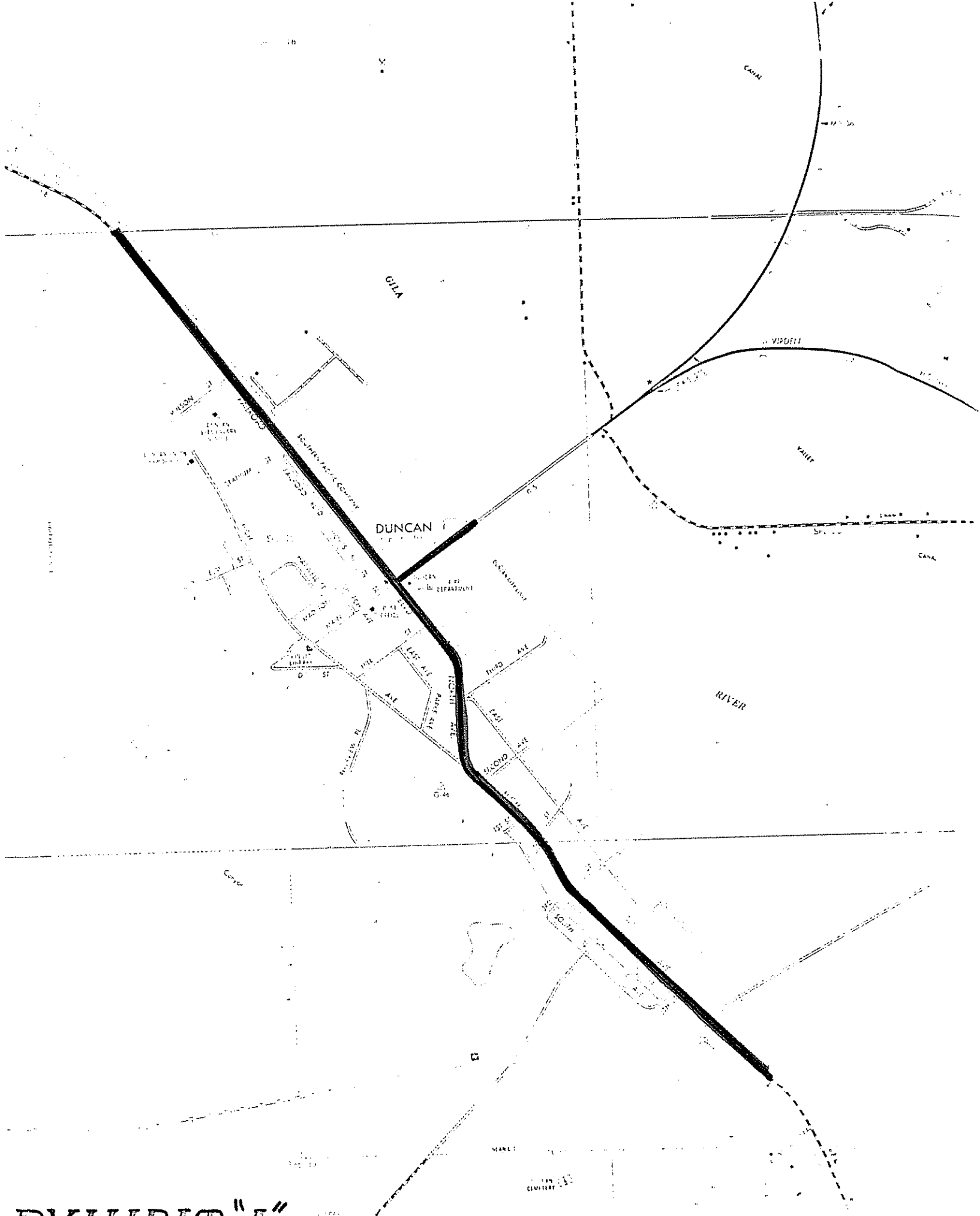


EXHIBIT "A"

AUTHORIZED POSITION  
OF  
ADVERTISING SIGNS  
ALONG  
STATE HIGHWAY RIGHT-OF-WAY

APPROVED BY  
STATE HIGHWAY COMMISSION

DATE 2-29-60

- SIGNS -

WITH WORDS "STOP" - "SLOWDOWN"  
ETC., OR OF SIMILAR SHAPE OR COLOR  
AS OFFICIAL SIGNS *NOT PERMITTED.*

ALL SIGNS, AWNINGS OR OTHER STRUCTURES  
REQUIRING PERMIT SHALL ALSO BEAR THE  
PERMIT NUMBER IN LEGIBLE LETTERS NOT  
LESS THAN ONE (1) INCH HIGH.

NOTE -

ENCROACHMENTS NOT  
PERMITTED ALONG  
INTERSTATE HIGHWAY  
SYSTEM R/W.

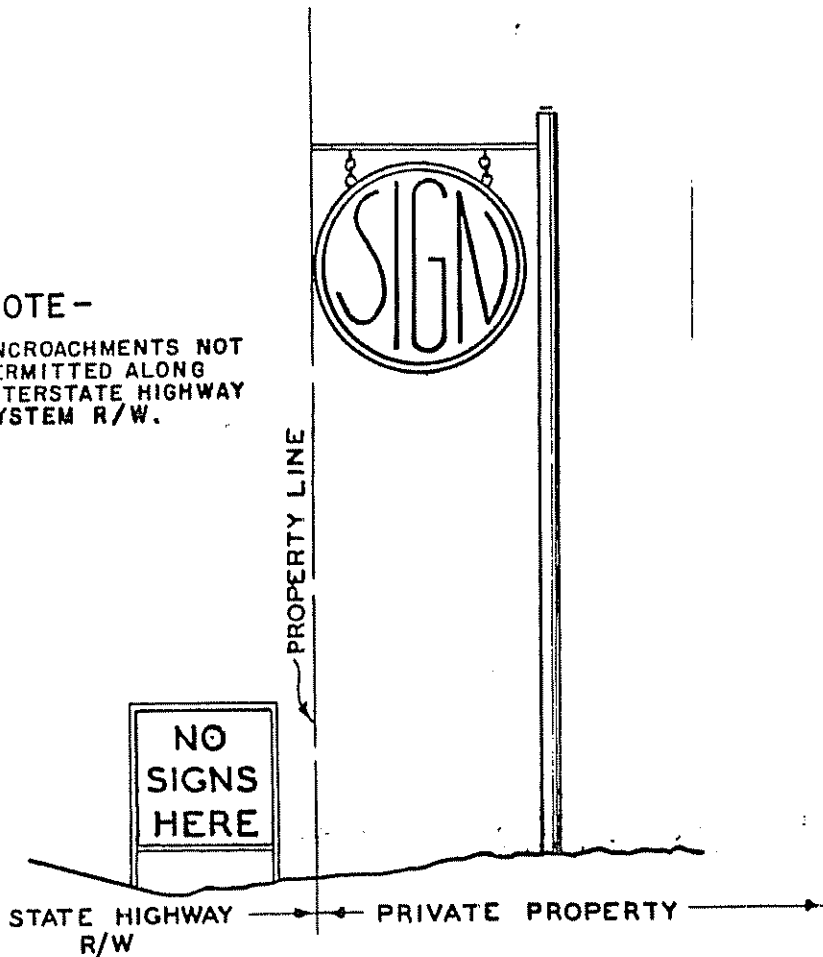


FIG. NO. 1  
No Permit Needed

NOTE-A-

LENGTH OF AWNINGS MAY  
VARY AS SHOWN IN FIG 2  
FOR LENGTH OF SIGNS,  
EXCEPT WHERE CITY OR  
COUNTY ORDINANCES PROVIDE  
SMALLER MAXIMUMS.

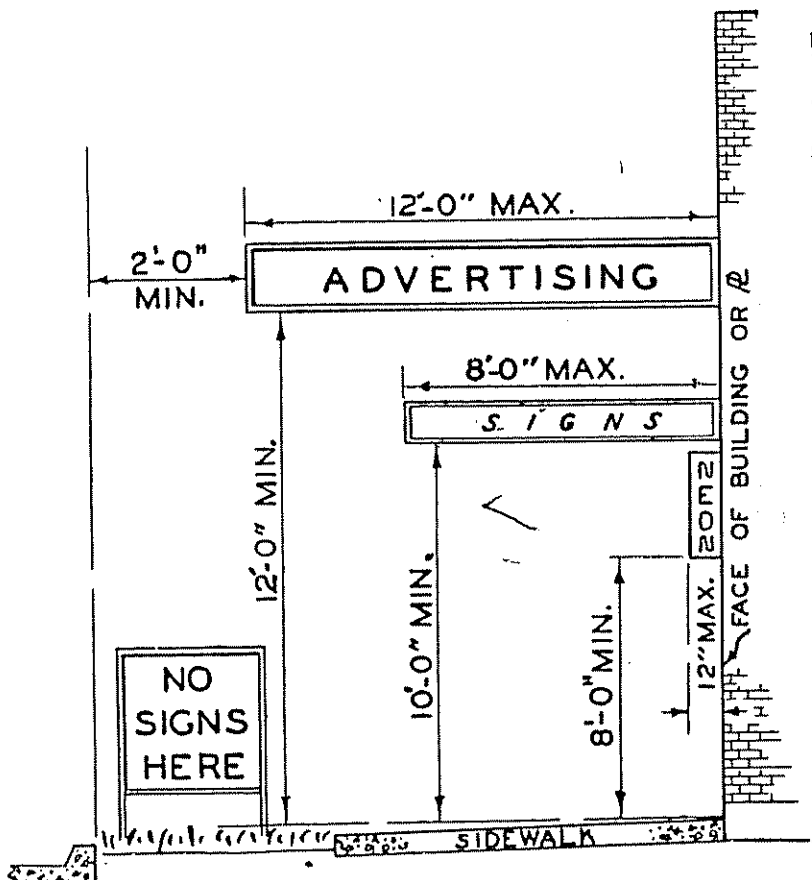


FIG. NO. 2  
Permit Needed

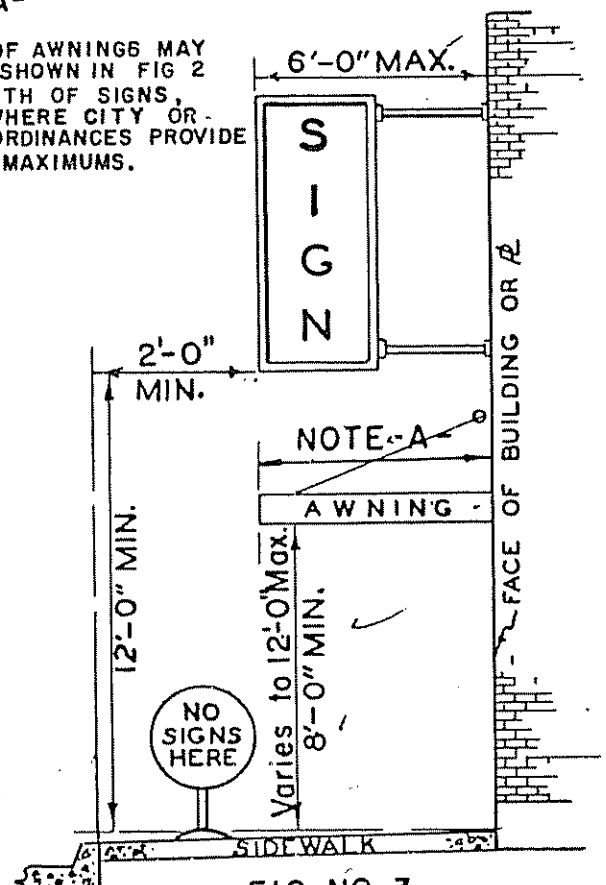
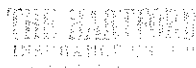


FIG. NO. 3  
Permit Needed



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City Fire Insurance Company

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20190909

$$= \frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$$

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973).

$\frac{1}{2} \left( \frac{1}{2} \right) = \frac{1}{4}$

1. The following items forming a part herof, are hereby assigned and conveyed to the above named Grantee.

## ADVANCED FOUNDATIONS

*Lactuca*

0-999,999

100

1992